

THE COURT OF COMMON PLEAS, CIVIL DIVISION
CUYAHOGA COUNTY, OHIO

Clerk of Courts | The Justice Center | 1200 Ontario Street 1st Floor, Cleveland, Ohio 44113

D'ANGELO INTERNATIONAL, LLC

Plaintiff

V.

INTEGRATED POWER SERVICES, LLC

Defendant

CASE NO. CV22970660

JUDGE PETER J CORRIGAN

SUMMONS

SUMC CM

Notice ID: 49223922



From: D'ANGELO INTERNATIONAL, LLC P1
1469 ISLAND VIEW DRIVE
BELLINGHAM WA 98225

Atty.: SAMUEL THOMAS OLEARY
1282 W. 58TH STREET
CLEVELAND, OH 44102-0000

To: INTEGRATED POWER SERVICES, LLC D1
DBA MONARCH ELECTRIC SERVICE CO.
C/O CORPORATION SERVICE COMPANY
3366 RIVERSIDE DRIVE SUITE 103
UPPER ARLINGTON OH 43211-0000

NOTICE TO THE DEFENDANT:

The Plaintiff has filed a lawsuit against you in this Court. You are named as a defendant. A copy of the **Complaint** is attached.

If you wish to respond to the Complaint, you must deliver a written **Answer** to the Plaintiff's attorney (or the Plaintiff if not represented by an attorney) at the above address *within 28 days* after receiving this Summons (not counting the day you received it). A letter or a phone call will not protect you. Civil Rule 5 explains the ways that you may deliver the **Answer** (<http://www.supremecourt.ohio.gov/LegalResources/Rules/civil/CivilProcedure.pdf>)

You must also file a copy of your **Answer** with this Court within 3 days *after* you serve it on the Plaintiff. You can file your **Answer** with the Clerk of Courts by one of the following methods: 1) In-person or by mail at the above address or 2) electronically through the online e-Filing system. For more information on using the e-Filing system, visit <http://coc.cuyahogacounty.us/en-US/efiling.aspx>.

If you fail to serve *and* file your **Answer**, you will lose valuable rights. The Court will decide the case in favor of the Plaintiff and grant the relief requested in the **Complaint** by entering a default judgment against you.

You may wish to hire an attorney to represent you. Because this is a civil lawsuit, the Court cannot appoint an attorney for you. If you need help finding a lawyer, contact a local bar association and request assistance.



Nailah K. Byrd
Clerk of Court of Common Pleas
216-443-7950

Date Sent: 12/02/2022

By 
Deputy

CMSN130

EXHIBIT

A



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
October 31, 2022 14:25

By: SAMUEL THOMAS OLEARY 0091382

Confirmation Nbr. 2690663

D'ANGELO INTERNATIONAL, LLC

CV 22 970660

vs.

INTEGRATED POWER SERVICES, LLC

Judge: PETER J. CORRIGAN

Pages Filed: 56

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

D'ANGELO INTERNATIONAL, LLC
1469 Island View Drive
Bellingham, WA 98225

Plaintiff,

V.

INTEGRATED POWER SERVICES, LLC
d.b.a. MONARCH ELECTRIC
SERVICE CO.
c/o CT Corporation Systems
440 Easton Commons Way, Suite 125
Columbus, Ohio 43219

CASE NO.

JUDGE

COMPLAINT

(Jury Demand Endorsed Hereon)

Defendant.

For its Complaint against Defendant Integrated Power Services, LLC (“IPS” or “Defendant”), Plaintiff D’Angelo International, LLC (“D’Angelo” or “Plaintiff”) states and alleges as follows:

NATURE OF THE ACTION

1. This is an action for damages brought against Defendant, d.b.a. Monarch Electric Service Co., due to its unlawful conversion and/or destruction of a 4500 horsepower GE Synchronous motor (the “Motor”) owned by D’Angelo, which D’Angelo had entrusted to IPS, and which IPS had agreed to store and safely keep for D’Angelo subsequent to IPS’ performance of certain maintenance and repair work.

PARTIES, JURISDICTION AND VENUE

2. D'Angelo is a Washington for profit corporation with its principal place of business at 1469 Island View Drive Bellingham, WA 98225.

3. D'Angelo is engaged primarily in the business of buying and selling mining

equipment, including relocating and repurposing used mining and processing equipment to locations around the world.

4. IPS is a Delaware for profit corporation registered to do business in the State of Ohio.

5. IPS is an international company engaged primarily in the business of providing in-shop repair, field services, and sales/distribution of electric motors and generators throughout North America.

6. IPS maintains its place of business at 5352 W. 130th St. Cleveland, Ohio 44130.

7. This Court has jurisdiction over this matter pursuant to provisions of Ohio law including, but not limited to, R.C. 2305.01.

8. This Court is the proper venue for this matter pursuant to Civ.R. 3(C)(2),(3), (5), and (6), because Defendant has its place of business in Cuyahoga County, Defendant conducted the activity that gave rise to this claim for relief in Cuyahoga County, the personalty that is the subject of this action is and/or was located in Cuyahoga County, and Cuyahoga County is the county in which all or part of D'Angelo's claim for relief arose.

FACTS COMMON TO ALL COUNTS

9. Plaintiff restates and incorporates by reference those allegations set forth in the preceding paragraphs 1 through 8 above as if set forth fully herein.

10. On or about July 1, 2016, D'Angelo purchased the Motor, bearing serial number 8385117, and with the following nameplate specifications: 200 RPM, 4000V, 635 Amp, Model 264x716, Phase 3, Frame 6605. *See* Exhibit A attached hereto and made a part hereof.

11. At the time D'Angelo purchased the Motor, it was pre-owned, and located in Illinois. *Id.*

12. As part of the same transaction described above, D'Angelo also purchased, from the same seller, one box of spare rotor windings and two additional boxes of motor winding spares (collectively, "Spare Parts"). *Id.*

13. In contrast to the Motor, which had been used, the Spare Parts were purchased new.

14. In conjunction with a working motor of the same model, the Spare Parts are estimated to be worth \$160,000.00.

15. The Motor was part of a grinding system, which included the Motor, its corresponding Pinion Gear, and Crown Gear to provide the specifically designed operating speed of the grinding mill.

16. Without a motor of appropriate size and speed to provide it with power, the grinding mill is nonoperational and is of little to no economic value.

17. The cost of replacing the Motor with a newly built motor of equivalent specifications and capacity, or for the same purpose/application has been quoted as being between \$1,650,000.00 and \$1,750,000.00.

18. Prior to being operated or resold by D'Angelo, the Motor needed to be reconditioned, which included inspection, testing, cleaning, and various maintenance work, as needed.

19. D'Angelo selected IPS to recondition the Motor.

20. D'Angelo arranged and paid to have the Motor transported to IPS' Cleveland facility to be reconditioned.

21. On November 9, 2016, IPS acknowledged receipt of the Motor and Spare Parts received from D'Angelo in a document titled "D'Angelo International 4500hp Synchronous GE Parts Received" attached hereto as Exhibit B.

22. IPS designated reconditioning the Motor as IPS Job Number 180392, and after concluding its work on the Motor, generated a Final Report, dated December 1, 2016, which is attached hereto as Exhibit C.

23. IPS' scope of work to recondition the Motor included: completely disassemble unit; thoroughly clean and inspect all components; perform micrometer check and record measurements of sleeve bearing bores for proper diametrical clearance (if applicable); perform micrometer check of shaft journal areas, coupling fit area, all shaft seal fit areas and record measurements; perform micrometer check of coupling bore (if applicable); measure and record all dimensions for seals, bearings, and housings; clean and inspect bearings and advise if replacement is necessary; measure rotor total indicated run-outs (TIR); thoroughly inspect stator for condition of ties, wedges, coils, leads, lugs, bracing system, etc.; thoroughly inspect the rotor for condition of ammortisseur bars, endings, coils, leads, core iron, etc.; clean the stator, rotor and all component parts with proven methods and materials to avoid damage to insulation systems; oven dry the stator, rotor, and component parts to insure [sic] optimum dryness; perform AC Volt Drop and Megger Tests on rotor fields; perform Megger and Polarization Index (PI) Tests to insure [sic] insulation integrity; measure winding resistance and impedance balance check all three phases; record RTD or thermocouple measurements, where applicable; test space heaters for proper operation (connection/configuration and wattage); review and provide quote for stands and shipping containers to be manufactured; provide initial IPS Engineering Report with Unit Repair Work Scope and Quote. *See* Exhibit C attached hereto.

24. After IPS "cleaned[,] dried, measured[,] and tested the motor" IPS concluded that "[t]he [M]otor is in good condition and suitable for service. Electrical tests were within normal operational range. Bearings are good, and within tolerance. Dimensional measurements * * * all

were within acceptable operational range.” *Id.*

25. After IPS completed its work reconditioning the Motor, the Motor was in good working order. *Id.*

26. None of IPS’ findings documented in Exhibit C led IPS to conclude that the Motor had any mechanical, electronic, or other operational problem. *Id.*

27. From September 2016 through March 2017, D’Angelo paid IPS approximately \$36,110.00 for its services and costs related to reconditioning the Motor. A copy of D’Angelo’s transaction list with IPS is attached hereto as Exhibit D. A copy of invoices from IPS to D’Angelo are attached hereto as Exhibit E-1, 2 and 3.

28. D’Angelo paid all amounts due or owing to IPS pursuant to any purchase order or invoice related to the Motor or the Spare Parts. Exhibit D.

29. On March 16, 2017, IPS wrote to D’Angelo and indicated that the free period of storage of the Motor and Spare Parts had expired, and that a storage fee of \$980.00 per month would apply beginning April 1, 2017. A copy of that email exchange is attached hereto as Exhibit F.

30. D’Angelo responded by requesting an explanation of how IPS calculated or determined the storage fee amount of \$980.00 per month. *See* Exhibit F.

31. IPS replied with a calculation of the storage rate for the Motor and Spare Parts at IPS’ Cleveland location, including a cost per square foot, which was accepted by D’Angelo. *Id.*

32. Following D’Angelo’s acceptance of IPS’ terms for storing the Motor, IPS stored the Motor and Spare Parts, and IPS never sent D’Angelo any invoices for storage costs, nor did IPS ever request a purchase order from D’Angelo for the storage. *See* Exhibit F.

33. On November 23, 2021, D’Angelo contacted IPS’ Cleveland office to inquire about

the status of the Motor and request that some photos be taken of the Motor. *Id.*

34. Mr. Frank Kennedy, Jr. responded to D'Angelo on behalf of IPS Cleveland that the Motor had been scrapped quite a while prior to November 2021, and that he had emails sitting on his desk notifying D'Angelo of IPS' intention to scrap the Motor and Spare Parts, which actions were taken without notice to and without the consent of D'Angelo and without any authority to dispose of the Motor and Spare Parts.

35. D'Angelo never received any emails, or any other communication from IPS, indicating that IPS intended to scrap or sell the Motor or Spare Parts, even though IPS had the email address, office address and phone numbers for D'Angelo.

36. Despite D'Angelo's demand for the emails that IPS supposedly sent, IPS refused to provide D'Angelo any such emails purportedly notifying D'Angelo of IPS' plan to dispose of the Motor and Spare Parts.

37. Despite repeated demands, IPS has refused to provide D'Angelo with basic information regarding the fate of the Motor and Spare Parts, such as who acquired the Motor and Spare Parts from IPS, whether the Motor and Spare Parts are retrievable, the current condition of the Motor and Spare Parts, the amount received by IPS for selling the Motor and Spare Parts or the current location of the Motor and Spare Parts.

38. At the time IPS disposed of the Motor and Spare Parts, IPS' own billing department did not reflect that D'Angelo had any outstanding invoices, or that D'Angelo owed IPS any money.

39. Upon information and belief, IPS either destroyed the Motor and Spare Parts and sold the material for scrap value, or otherwise sold the Motor and Spare Parts without the knowledge or consent of D'Angelo.

40. Without the Motor or a replacement operating at the same speed, in order to utilize

the grinding mill associated with the Motor, a slower speed motor would need to be retrofitted with a new Pinion Gear.

41. The cost to D'Angelo to engineer, manufacture, and transport the parts necessary to retrofit the grinding mill with a slower speed motor is estimated to be \$169,000.00.

42. Since IPS first informed D'Angelo in November, 2021 that the Motor and Spare Parts had been scrapped, IPS has continually refused to provide D'Angelo with basic information regarding what happened to the Motor aside from the asserting that it was "scrapped."

43. Prior to November, 2021, D'Angelo had no reason to suspect or believe that the Motor and Spare Parts had been scrapped, converted, sold, or otherwise disposed of by IPS.

44. On December 29, 2021, counsel for D'Angelo sent IPS a letter regarding the Motor and Spare Parts, in an attempt to obtain the relevant facts and resolve the matter. *See* Exhibit G.

45. Upon information and belief, IPS knows when it disposed of D'Angelo's Motor and Spare Parts.

46. Upon information and belief, IPS knows to whom it transferred, conveyed, or sold the Motor and Spare Parts.

47. IPS did not compensate D'Angelo for the value it received from IPS' sale or disposal (scrapping) of the Motor and Spare Parts, or for the value of the Motor and Spare Parts.

COUNT ONE (BREACH OF EXPRESS BAILMENT CONTRACT)

48. Plaintiff restates and incorporates by reference those allegations set forth in the preceding paragraphs above as if set forth fully herein.

49. Under Ohio law, parties may enter into an express or an implied bailment agreement.

50. The Motor and Spare Parts were delivered to and accepted by IPS in November,

2016.

51. IPS' email correspondence with D'Angelo set out in Exhibit F created an express bailment agreement, with an agreed upon monthly rate.

52. IPS failed to account for or return the bailed property, namely the Motor and Spare Parts, when D'Angelo demanded the same in November, 2021.

53. Upon termination of the bailment, IPS refused to return the Motor and Spare Parts to D'Angelo, and D'Angelo is unable to obtain any replacement motor and spare parts similar to the Motor and Spare Parts.

54. IPS breached its bailment agreement with D'Angelo when it surreptitiously scrapped, sold, or otherwise disposed of D'Angelo's Motor and Spare Parts, without D'Angelo's knowledge or consent.

55. IPS is liable under an express contract for bailment for failure to return the bailed personal property as agreed or to return it in an undamaged condition.

56. As a direct and proximate cause of IPS' breach of its express bailment agreement, D'Angelo has been damaged in an amount in excess of \$25,000 (Twenty-Five Thousand Dollars) to be determined at the trial of this case, including punitive/exemplary damages, interest, attorneys' fees and costs to the extent allowed by law.

COUNT TWO (BREACH OF IMPLIED BAILMENT CONTRACT)

57. Plaintiff restates and incorporates by reference those allegations set forth in the preceding paragraphs above as if set forth fully herein.

58. An implied bailment exists when a person delivers personal property to another person or entity for a specific purpose with an implied agreement that the property "shall be returned or accounted for when this special purpose is accomplished or retained until the bailor

reclaims the property.” *Tomas v. Nationwide Mut. Ins. Co.*, 79 Ohio App. 3d 624, 628 (Oh. Ct. App. 1992).

59. IPS’ storage of the Motor and Spare Parts for a specific purpose created an implied bailment.

60. IPS is liable under an implied contract for bailment for failure to return the bailed personal property as agreed or to return it in an undamaged condition.

61. As a direct and proximate cause of IPS’ breach of its implied bailment agreement, D’Angelo has been damaged in an amount in excess of \$25,000 (Twenty-Five Thousand Dollars) to be determined at the trial of this case, including punitive/exemplary damages, interest, attorneys’ fees and costs to the extent allowed by law.

COUNT THREE (CONVERSION)

62. Plaintiff restates and incorporates by reference those allegations set forth in the preceding paragraphs above as if set forth fully herein.

63. At all times material to this Complaint D’Angelo was the rightful owner and had the right to take possession of the Motor and Spare Parts. *See* Exhibit A.

64. By their intentional, tortious and wrongful acts described herein, IPS converted D’Angelo’s property to their own use and unlawfully disposed of D’Angelo’s property rights in the Motor and Spare Parts.

65. As a direct and proximate cause of IPS’ conversion of its property, D’Angelo has been damaged in an amount in excess of \$25,000 (Twenty-Five Thousand Dollars) to be determined at the trial of this case, including punitive/exemplary damages, interest, attorneys’ fees and costs to the extent allowed by law.

COUNT FOUR (UNJUST ENRICHMENT)

66. Plaintiff restates and incorporates by reference those allegations set forth in the preceding paragraphs above as if set forth fully herein.

67. In its newly reconditioned state, the Motor had significant resale value.

68. IPS was aware of the benefit conferred because it was aware of the significant value of the Motor and Spare Parts.

69. IPS was aware of the benefit conferred because IPS, itself, opined that the Motor was within specification and did not note any repairs would be required to be made to the Motor.

70. IPS was aware of the benefit conferred because IPS knew that D'Angelo had recently paid over \$36,000.00 (to IPS) to recondition the Motor.

71. IPS was generally aware of D'Angelo's business and, accordingly, D'Angelo's intent to resell the Motor and Spare Parts.

72. IPS was aware of the benefit conferred because, upon information and belief, IPS received valuable compensation for its disposition of the Motor and Spare Parts to a third-party.

73. Defendant's actions, including but not limited to scrapping or selling the Motor and Spare Parts, were undertaken for the purpose of obtaining the benefit of D'Angelo's, acquisition, ownership of, and investment in the Motor and Spare Parts.

74. By scrapping or selling the Motor and Spare Parts without providing any compensation to D'Angelo, IPS seeks to unjustly retain the benefit of D'Angelo's investment in and improvements to the Motor and Spare Parts.

75. It would be patently unjust to allow IPS to retain the benefit conferred by D'Angelo.

76. As a direct and proximate cause of the Defendant's unjust enrichment of itself at Plaintiff's expense, Plaintiff has been damaged and continues to be damaged in an amount in

excess of \$25,000 (Twenty-Five Thousand Dollars) to be determined at the trial of this case, including punitive/exemplary damages, interest, attorneys' fees and costs to the extent allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff D'Angelo International, LLC prays for judgment against the Defendant named herein granting the following relief:

- A. An award to Plaintiff for compensatory damages in excess of \$25,000.00, punitive/exemplary damages, attorney fees and costs; and
- B. Such other relief available at law or in equity that the Court deems just and proper.

Respectfully submitted,

/s/ Samuel T. O'Leary
Dale H. Markowitz, Esq. (0016840)
Leo M. Spellacy, Jr., Esq. (0067304)
Ezio A. Listati, Esq. (0046703)
Samuel T. O'Leary, Esq. (0091382)
THRASHER, DINSMORE, & DOLAN, LPA
1282 West 58th Street
Cleveland, OH 44114
(216) 255-5431 | (216) 255-5450 (fax)
dmarkowitz@tddlaw.com; lspellacy@tddlaw.com;
elistati@tddlaw.com; soleary@tddlaw.com

*Attorneys for Plaintiff
D'Angelo International, LLC*

JURY DEMAND

A trial by jury is hereby demanded for all issues so triable.

/s/ Samuel T. O'Leary.
Samuel T. O'Leary (0091382)

BUZZI UNICEM USA

Oglesby Distribution Terminal



Bill of Sale

State of Illinois }
County of LaSalle }

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, Lone Star Industries, Inc., a Delaware corporation, with an office located at 100 Haul Road Oglesby IL 61348 (hereinafter the "Seller"), in consideration of the payment of the amount identified below for each of the personal property, the sufficiency and receipt of payment is hereby acknowledged, does hereby sell and transfer unto D'Angelo International, LLC, (hereinafter the "Buyer"), with an office located at 1469 Island View Drive, Bellingham WA 98225, and its successors and assigns, the following described personal property located in the County of LaSalle, State of Illinois:

- A. *One used 4500 HP GE Synchronous Motor, 200 RPM, 4000V, 635 Amp, S/N 8385117, Model 264x716, Phase 3, Frame 6605 including one (1) box of spare rotor windings and two (2) additional boxes of motor winding spares. for \$27,400.00.*

Seller warrants that it is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, its successors and assigns, to warrant and defend the title to all of the described property to Buyer, its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

THE DESCRIBED PROPERTY IS SOLD "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY. BY ACCEPTING THIS BILL OF SALE, BUYER REPRESENTS THAT BUYER HAS PERSONALLY INSPECTED THE DESCRIBED PROPERTY AND ACCEPTS THE PROPERTY "AS-IS".

IN WITNESS WHEREOF, this Bill of Sale is executed and made effective this 1st day of July, 2016.

Lone Star Industries, Inc.

By: 

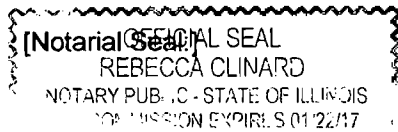
Name: Jill Sapp

Title: Assistant Terminal Manager

ACKNOWLEDGMENT

State of Illinois
County of LaSalle

Before me, the undersigned authority, on this day appeared SAPP, JILL of
BUZZI UNICEM (Lonestar Ind), known to me to be the person whose name is subscribed to
the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes
and consideration expressed in the instrument.
Given under my hand and seal of office on 7-5-16 [date].



Rebecca Clinard

Notary's Signature

Rebecca Clinard

Notary's Typed Name

NOTARY PUBLIC

My commission expires:



November 9th, 2016

Cleveland Service Center
5325 W 130th Street
Cleveland, OH 44130
Tel: 216.433.7800
Fax: 216.433.0456
Toll Free: 800.433.7801

D'Angelo International 4500hp Synchronous GE

Parts Received

- (1) 4500hp Synchronous Stator
- (1) 4500hp Synchronous Rotor
- (1) Rotor Base
- (3) Box(es) of 4500hp Synchronous Stator Coils
- (1) Terminal Box
- (1) Pallet of Covers and Baffles
- (1) Box(es) of Synchronous Rotor Fields

EXHIBIT C



Shop Name: IPS Cleveland Service Center
Address: 5325 West 130TH Street Cleveland Ohio 44130
Customer/Job #: 180392 D'Angelo International
Customer PO #: 161103
Motor Description: 4500hp Sync Rotor & Stator
Serial Number: 264X716
Date: 12/01/16

Customer: D'Angelo



Job Number: 180392

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11	Disassembly Checklist
12	Visual Inspection
13-19	Initial Testing
20	Dimensional Inspections
21-24	Final Testing

Form Name (attached at end of packet)

-

Customer: D'Angelo

Job Number: 180392

Job Summary

Overview:

The following report incorporates data relating to IPS job number 180392 and the provided motor. The job scope involved a recondition 4500hp motor.

Nameplate Information:

HP:	<u>4500</u>	Volts:	<u>4000</u>	Frame:	<u>6605</u>
RPM:	<u>200</u>	Amps:	<u>635</u>	Type:	<u>N/A</u>
Serial #:	<u>N/A</u>			Model #:	<u>264X716</u>

Visual Inspection:

Work Scope:

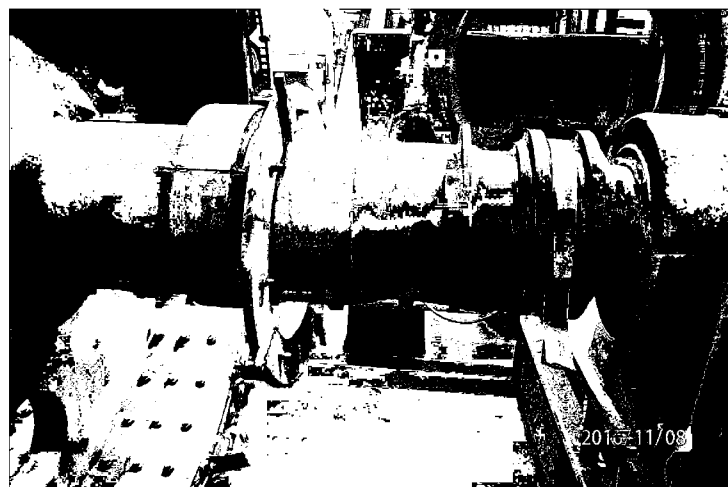
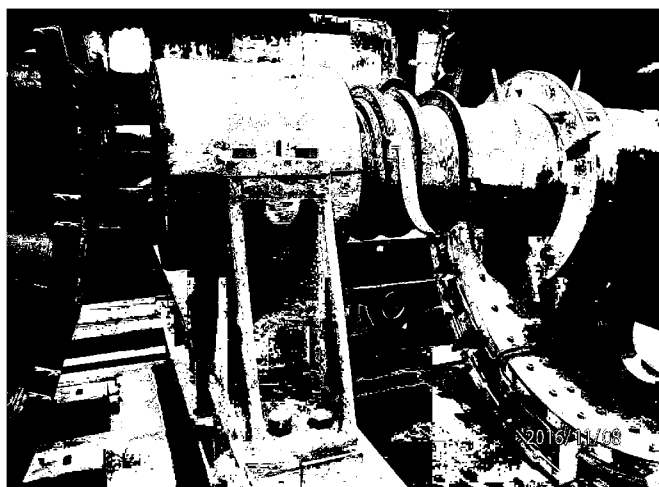
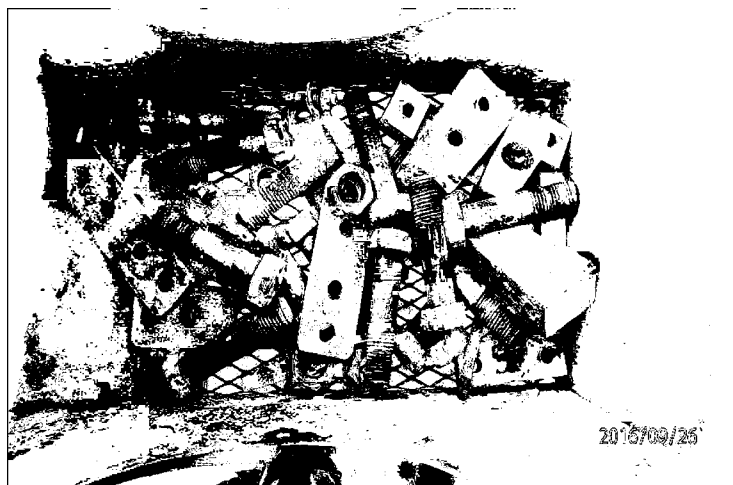
- Completely disassemble unit.
- Thoroughly clean and inspect all components.
- Perform micrometer check and record measurements of sleeve bearing bores for proper Diametrical clearance (if applicable).
- Perform micrometer check of shaft journal areas, coupling fit area, all shaft seal fit areas and record measurements.
- Perform micrometer check of coupling bore (if applicable).
- Measure and record all dimensions for seals, bearings and housings.
- Clean and inspect bearings. Advise if replacement is necessary.
- Measure rotor total indicated run-outs (TIR).
- Thoroughly inspect stator for condition of ties, wedges, coils, leads, lugs, bracing system, etc.
- Thoroughly inspect the rotor for condition of ammortisseur bars, endings, coils, leads, core iron, etc.
- Clean the stator, rotor and all component parts with proven methods and materials to avoid damage to the insulation systems.
- Oven dry the stator, rotor and component parts to insure optimum dryness.
- Perform AC Volt Drop and Megger Tests on rotor fields.
- Perform Megger and Polarization Index (PI) Tests to insure insulation integrity.
- Measure winding resistance and impedance balance check all three phases.
- Record RTD or thermocouple measurements, where applicable.
- Test space heaters for proper operation (connection/configuration and wattage).
- Review and Provide Quote for stands & shipping containers to be manufactured.
- Provide Initial IPS Engineering Report with Unit Repair Work Scope and Quote.

Customer: D'Angelo



Job Number: 180392

In Process Pictures

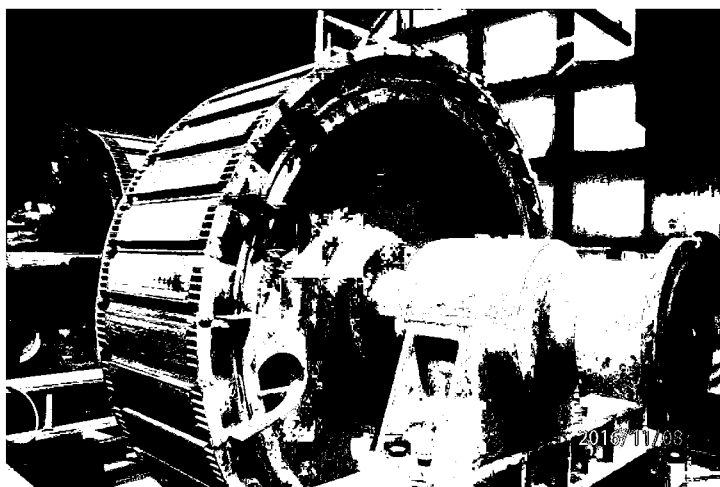
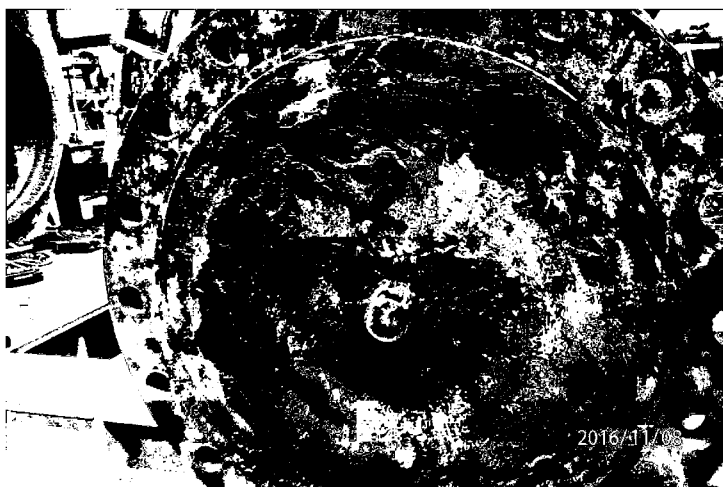
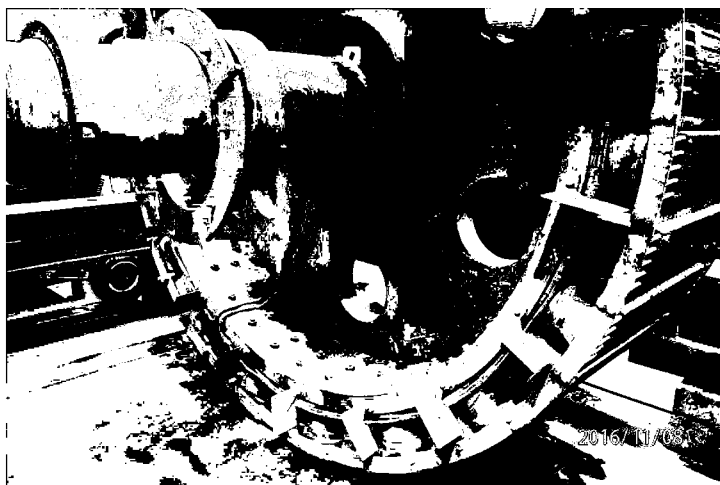


Customer: D'Angelo



Job Number: 180392

Pictures Continued

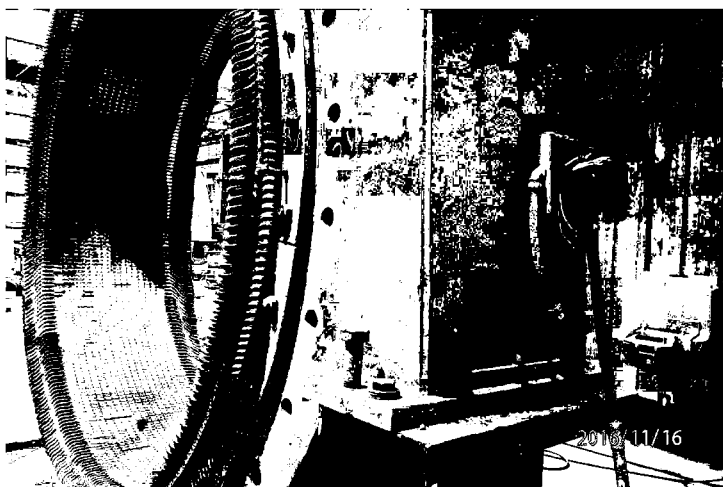
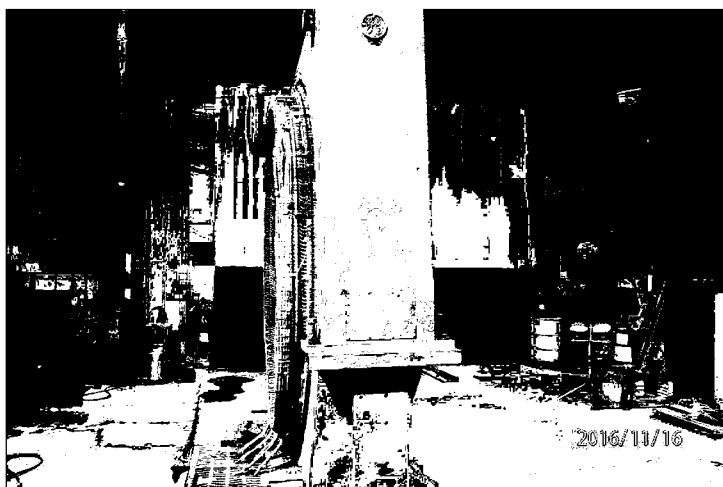
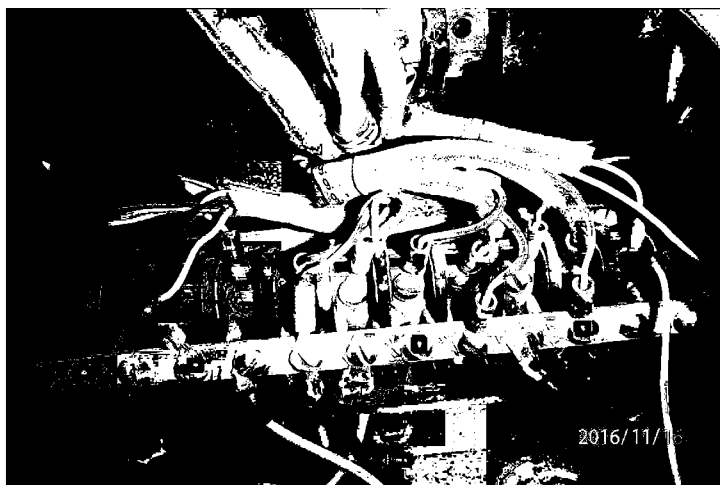


Customer: D'Angelo



Job Number: 180392

Pictures Continued

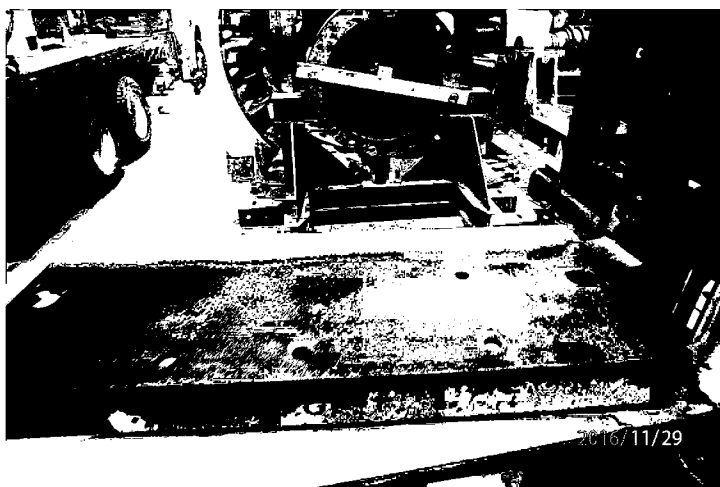
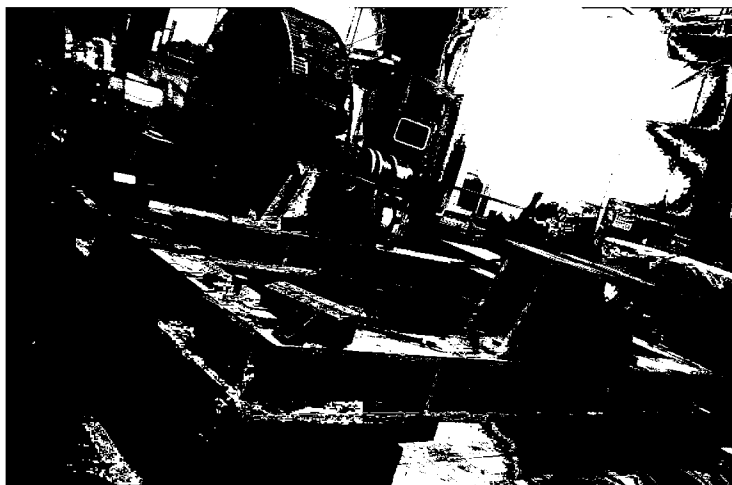
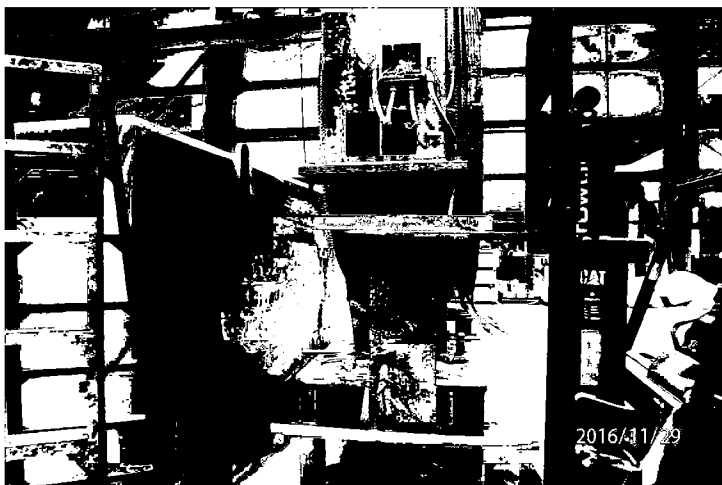
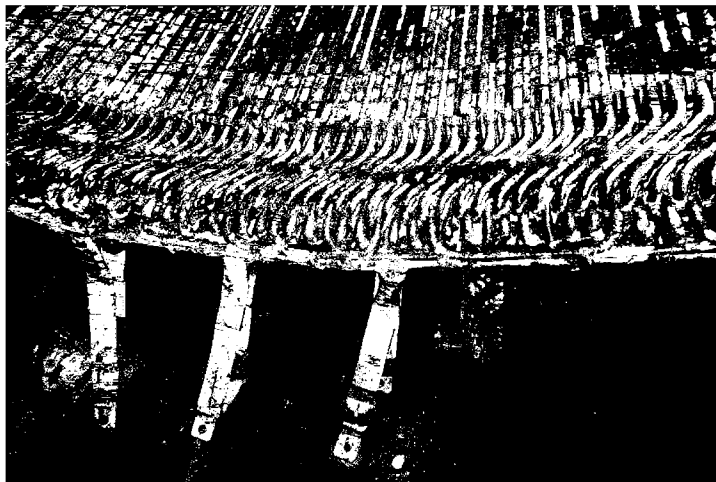
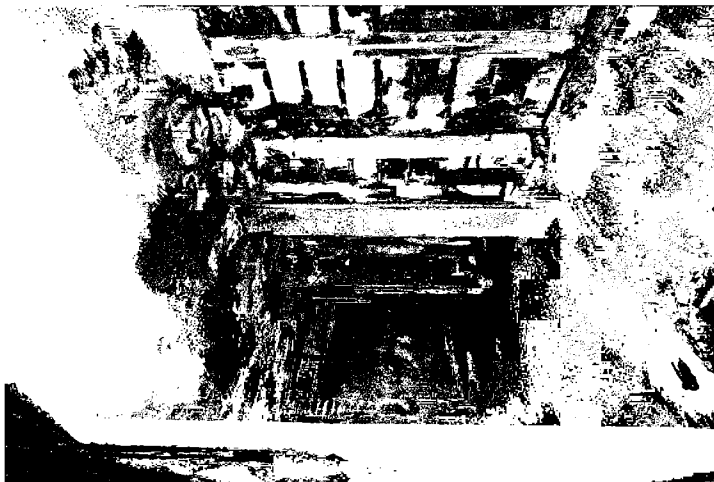


Customer: D'Angelo



Job Number: 180392

Pictures Continued

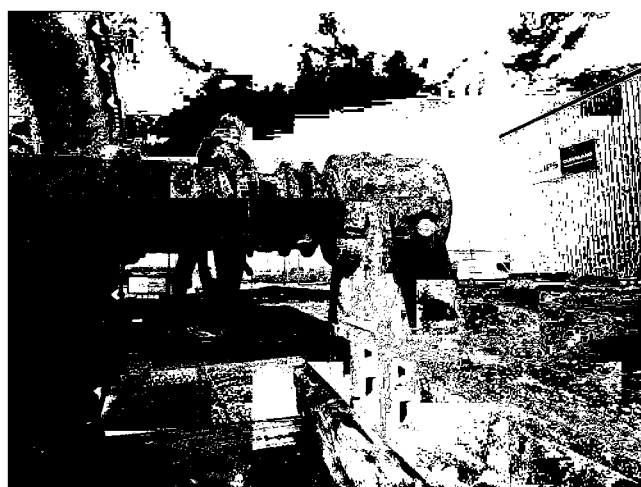
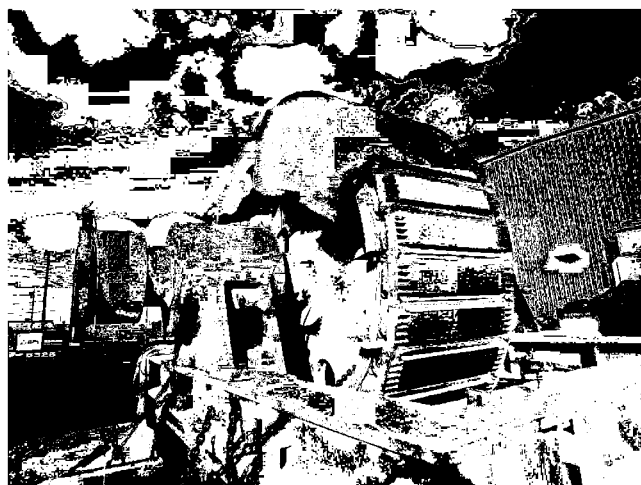


Customer: D'Angelo



Job Number: 180392

In Process Pictures

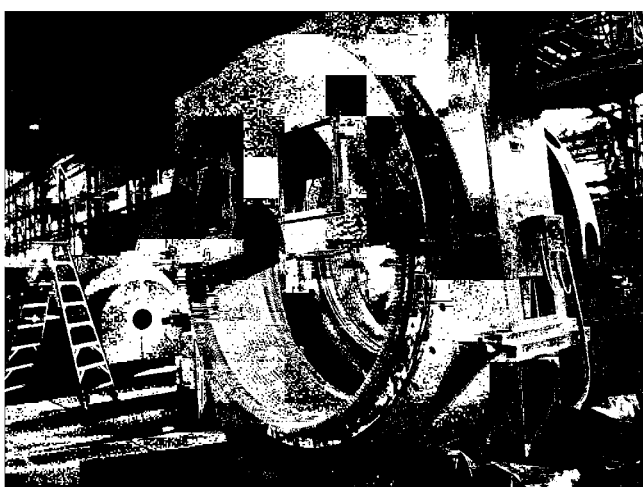
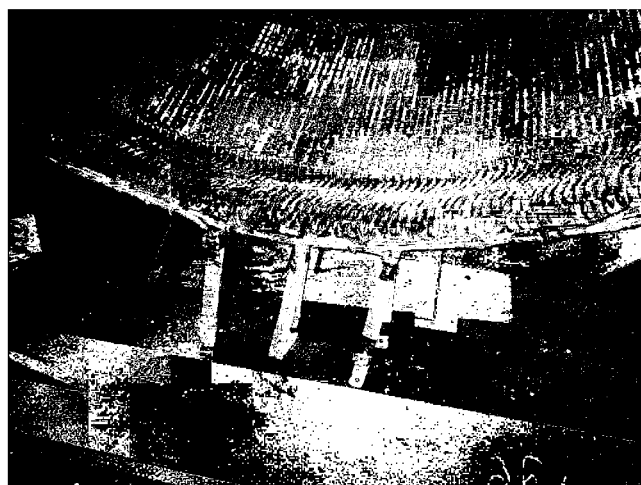


Customer: D'Angelo



Job Number: 180392

In Process Pictures



Customer: D'Angelo



Job Number: 180392

AC/DC Motor Disassembly Checklist**Motor Style:**Vertical ☐Horizontal ☒

Description	Yes	No	Missing	Part#/Size/Type	Quantity	Replace	
						Yes	No
Auxiliary Junction Box(es)	X						
Bearings DE	X						
Bearings Opposite DE	X						
Blower Assembly (DC)							
Brushes/Holders/Springs (DC)							
Coupling/Pulley(s)	X						
Eyebolts(s)							
Fan(s)							
Filters							
Heat Exchangers							
Heaters	X			240V 1000W	6		
Hood							
Lead Separator/Gasket							
Lexan Covers (DC)							
Main Junction Box							
Oil/Grease Lubrication Device	X			(2) 'O' (2) 'P'	4		
Proxy Probes							
Sight Glasses							
Sound Insulation							
Terminal Blocks							
Thermocouples/RTDs/Klixons	X			10Ω	10		
Thermometers/Fenwalls							
Special Hardware							
P Brg Alignment Screw/Pin	X				1	X	

Customer: D'Angelo



Job Number: 180392

Visual Inspections

Ties

- *Ties were visually inspected and appear to be completely intact. No ripped or broken ties were found and ties are still tight on coils.*

Wedges

- *A visual inspection of the wedges found that there are a few missing wedges from the stator.*

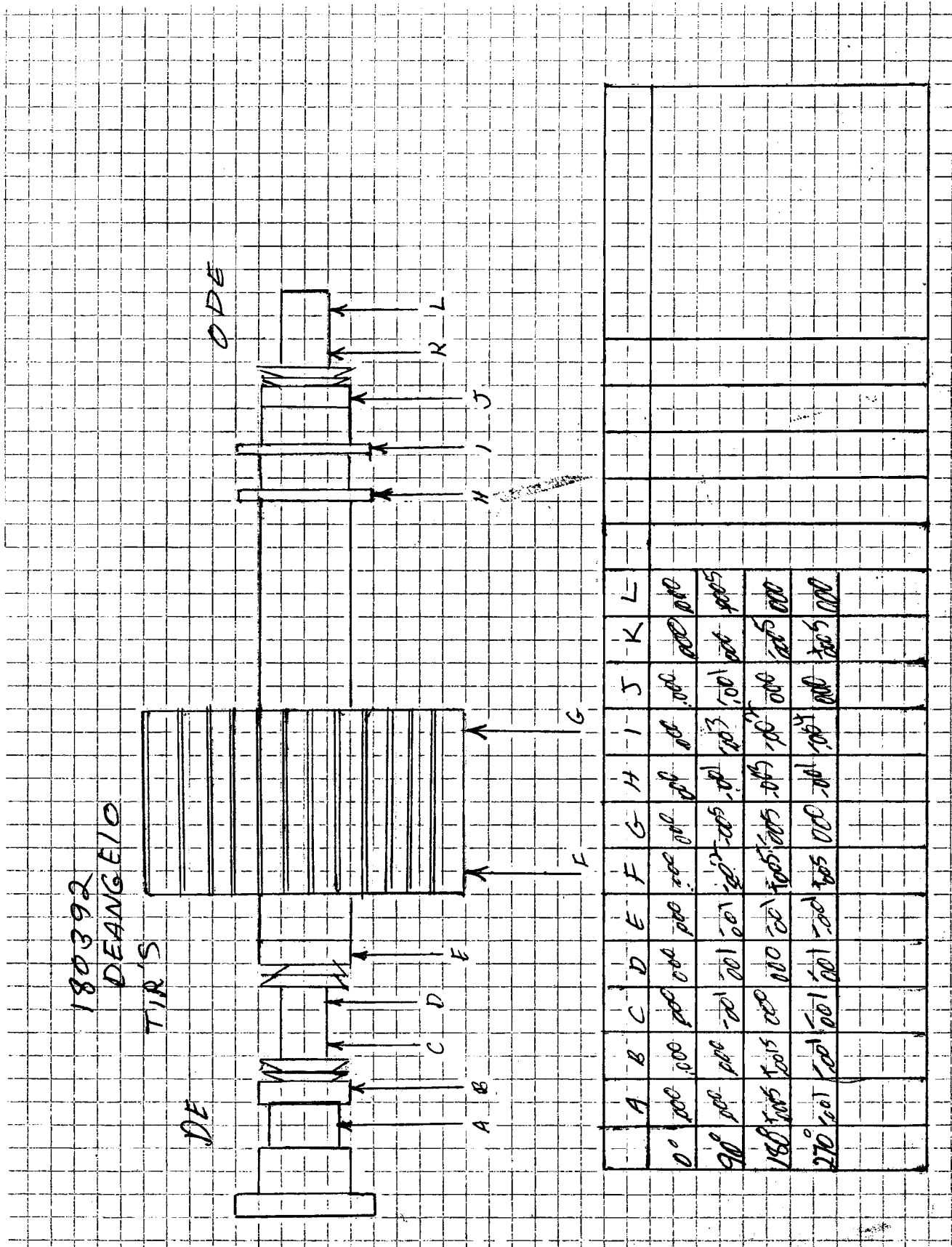
Coils

- *Coils were inspected and tested and all Megger and Resistance tests were normal along with a visual inspection resulted in no visibly damaged coils.*

Customer: D'Angelo



Job Number: 180392



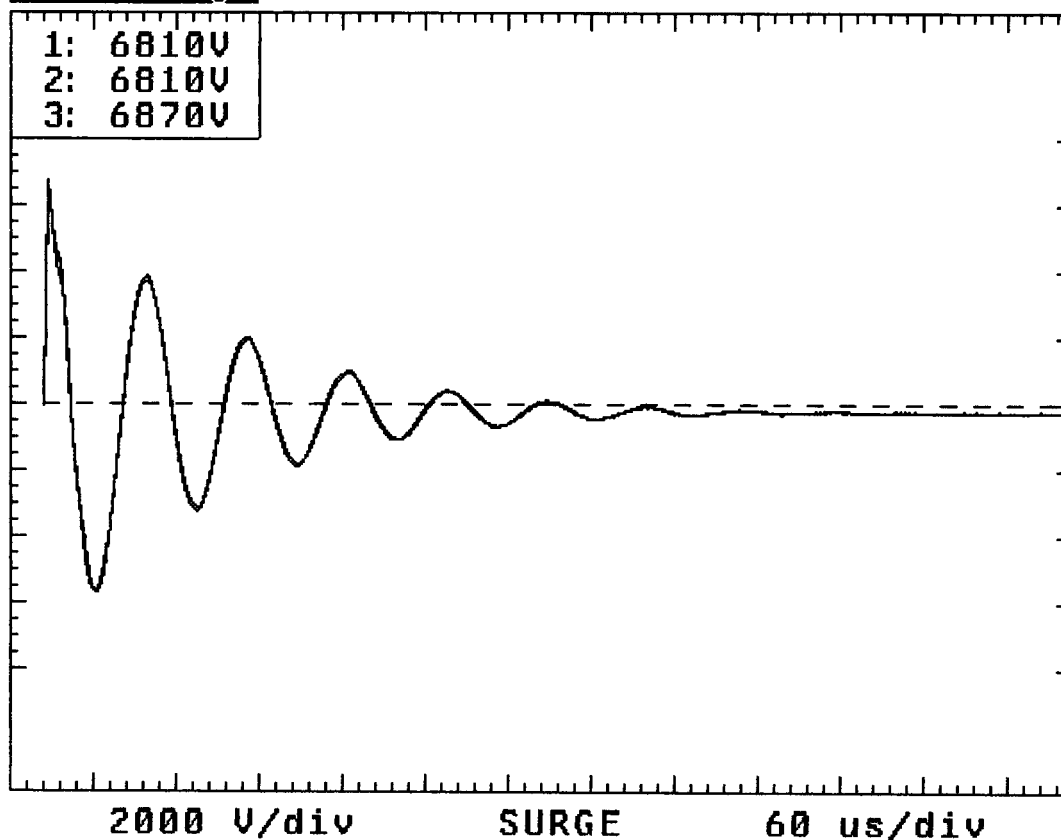
Customer: D'Angelo



Job Number: 180392

Location: STATOR Motor ID: 180392 Date: 11/8/16
Test By: J. SANDERS Test Voltage: 6810 Temperature: 20.3°C
Manuf.: G.E. HP: 4500 Voltage: 4000
Comments: _____

Summary - Record 9
Peak Surge



Baker Instrument Company

Customer: D'Angelo



Job Number: 180392

Megger Test

Testing Stage:

 Initial ☒
 Final ☐
Other* ☐

Item Description:

Rotor

Volt Scale	500V	DAR & PI Test Voltage
Actual Volts	20V	230-460 volts = 500 test volts (1*, 2*, 3*)
D.A.R. Times	Resistance (M-, G-, T-Ω Scale)	
15 Seconds		1000-2300 volts = 2,500 test volts (3*)
30 Seconds		
45 Seconds		4000-6.9k volts = 5,000 test volts (3*)
60 Seconds	<10.0 KΩ	
D.A.R.		11k-13.2k volts = 10,000 test volts (3*)
Capacitance		
P.I. Times	Resistance (M-, G-, T-Ω Scale)	All synchronous rotor fields and exciters = 500 test volts (2*)
1 Minute		
2 Minutes		Special Instructions
3 Minutes		
4 Minutes		1* - All motors 500 volts and below perform a DAR test
5 Minutes		
6 Minutes		
7 Minutes		2* - Synchronous rotor fields and exciter generators 500 volts and below perform a DAR test
8 Minutes		
9 Minutes		
10 Minutes		3* - AC/DC motors and generators above 100HP/10kW perform a PI test
P.I.		
Capacitance		

Meter and Environment

Meter ID Number: MEG0014

Calibration Date: 4/17/17

Humidity Level: 35.6 %

Temperature: 20.3 C

Approvals

Operator: J. Sanders

Date: 11/8/16

Supervisor: _____

Date: _____

Customer: D'Angelo



Job Number: 180392

Megger Test**Testing Stage:**
 Initial ☒
 Final ☐
Other* ☐

Item Description: Stator

Volt Scale	2500 V	DAR & PI Test Voltage
Actual Volts	2546 V	230-460 volts = 500 test volts (1*, 2*, 3*)
D.A.R. Times	Resistance (M-, G-, T-Ω Scale)	
15 Seconds	51.4 M	1000-2300 volts = 2,500 test volts (3*)
30 Seconds	76.9 M	
45 Seconds	94.9 M	4000-6.9k volts = 5,000 test volts (3*)
60 Seconds	108.8 M	
D.A.R.		11k-13.2k volts = 10,000 test volts (3*)
Capacitance		
P.I. Times	Resistance (M-, G-, T-Ω Scale)	All synchronous rotor fields and exciters = 500 test volts (2*)
1 Minute	180.8 M	
2 Minutes	144 M	Special Instructions
3 Minutes	165.6 M	
4 Minutes	179.9 M	1* - All motors 500 volts and below perform a DAR test
5 Minutes	191.3 M	
6 Minutes	201 M	
7 Minutes	209 M	2* - Synchronous rotor fields and exciter generators 500 volts and below perform a DAR test
8 Minutes	215 M	
9 Minutes	221 M	
10 Minutes	226 M	3* - AC/DC motors and generators above 100HP/10kW perform a PI test
P.I.	2.07	
Capacitance		

Meter and EnvironmentMeter ID Number: MEG0014Calibration Date: 4/17/17Humidity Level: 35.6 %Temperature: 20.3 C**Approvals**Operator: J. SandersDate: 11/8/16

Supervisor: _____

Date: _____

Customer: D'Angelo



Job Number: 180392

Megger Test

Testing Stage:

 Initial ☒
 Final ☐
Other* ☐

Item Description: Heaters

Volt Scale	500 V	DAR & PI Test Voltage
Actual Volts	300 V	230-460 volts = 500 test volts (1*, 2*, 3*)
D.A.R. Times	Resistance (M-, G-, T-Ω Scale)	
15 Seconds	Breaking Down	1000-2300 volts = 2,500 test volts (3*)
30 Seconds		
45 Seconds		4000-6.9k volts = 5,000 test volts (3*)
60 Seconds		
D.A.R.		11k-13.2k volts = 10,000 test volts (3*)
Capacitance		
P.I. Times	Resistance (M-, G-, T-Ω Scale)	All synchronous rotor fields and exciters = 500 test volts (2*)
1 Minute		
2 Minutes		Special Instructions
3 Minutes		
4 Minutes		1* - All motors 500 volts and below perform a DAR test
5 Minutes		
6 Minutes		
7 Minutes		2* - Synchronous rotor fields and exciter generators 500 volts and below perform a DAR test
8 Minutes		
9 Minutes		
10 Minutes		3* - AC/DC motors and generators above 100HP/10kW perform a PI test
P.I.		
Capacitance		

Meter and Environment

Meter ID Number: MEG0014

Calibration Date: 4/17/17

Humidity Level: 36.7

Temperature: 20.4C

Approvals

Operator: J. Sanders

Date: 11/8/16

Supervisor: _____

Date: _____

Customer: D'Angelo



Job Number: 180392

AC Resistance Test

Testing Stage:

 Initial ☒
 Final ☐
Other* ☐

Item Description: _____

Winding Resistances

Lead ID #'s	Resistance	Ω Scale
Aφ 1-4	.029	2
Bφ 2-5	.029	2
Cφ 3-6	.029	2

RTDs/Thermocouple Resistance

Lead ID #'s	Resistance	Ω Scale
1	10.8	
2	N/G	
3	10.8	
4	10.7	
5	N/G	
6	10.8	
7	10.8	
8	10.8	
9	10.8	
10	10.8	

Meter and Environment

Meter ID Number: MOM0020

Calibration Date: 4/17/17

Meter ID Number: DM0017

Calibration Date: 4/17/17

Humidity Level: 35.6

Temperature: 20.3

Approvals
 Operator: J. Sanders
 Supervisor: _____

 Date: 11/8/16
 Date: _____

Customer: D'Angelo



Job Number: 180392

Space Heater Test

Testing Stage:

 Initial ☒
 Final ☐
Other* ☐

Total Number of Heaters:

6

	Volts	Watts	Amps
Each Heater:	240	1000	
Nameplate for Heaters:	440	5000	

Visual Inspection: Heaters are very dirty, low meg readings, steam and bake then test

Testing:

Volts Applied:

Amps Applied:

Resistance:

Verify that the values are correct. (Note that Volts x Amp = Watts)

Yes

☐

No

☐

Heater Connection Drawing:

Approvals

 Operator: J. Sanders
 Supervisor: _____

 Date: 11/8/16
 Date: _____

Customer: D'Angelo



Job Number: 180392

Dimensional Inspection

As Received X Final **O-End Bearing & Shaft Dimensions**

		"O" Bearing Bore		"O" Shaft Diameter	
		IN	OUT	IN	OUT
A		10.0247	10.0258	10.0004	9.9997
B		10.0242	10.0242	9.9999	9.9993
C		10.0232	10.0248	9.9994	9.9986
D		10.0239	10.0232	9.9996	9.9987
		"O" Bearing OD		"O" Bearing Saddle Fit	
		IN	OUT	IN	OUT
A		19.9969	19.9972	20.0015	-
B		20.0002	19.9993	N/A was	ground
C		19.9967	19.9978	20.0010	20.0020
D		19.9968	19.9985	20.0000	20.0000

Seal & Shaft Dimensions

		"O" Seal Bore		"O" Shaft Diameter	
		Inboard	Outboard	Inboard	Outboard
		12.099	12.097	12.0002	-
		12.089	12.088	12.0083	-
		12.095	12.091	11.9992	-
		12.095	12.092	12.0003	-
		"P" Seal Bore		"P" Shaft Diameter	
		Inboard	Outboard	Inboard	Outboard
		26.385	16.383	16.2575	16.2584
		16.387	16.377	16.2575	16.2588
		16.380	16.380	16.2578	16.2598
		16.375	16.377	16.2577	16.259

P-End Bearing & Shaft Dimensions

		"P" Bearing Bore		"P" Shaft Diameter	
		IN	OUT	IN	OUT
A		14.0238	14.0229	14.0025	14.0035
B		14.0290	14.0291	14.0029	14.0040
C		14.0252	14.0249	14.0030	14.0037
D		14.0247	14.0256	14.0028	14.0037
		"P" Bearing OD		"P" Bearing Saddle	
		IN	OUT	IN	OUT
A		27.9965	27.9962	28.0040	28.005
B		28.0025	28.0017	N/A was	ground
C		27.9965	27.9975	27.9995	27.9990
D		28.0005	27.9967	28.0055	28.0040

Key & Keyway Dimensions

"O" Key & Keyways			
Key	Length	Width	Height
Shaft	Length	Width	Depth
Keyway			
Coupling	Length	Width	Depth
Keyway			
"P" Key & Keyways			
Key	Length	Width	Height
Shaft	Length	Width	Depth
Keyway			
Coupling	Length	Width	Depth
Keyway			

Coupling & Shaft Extension Dimensions

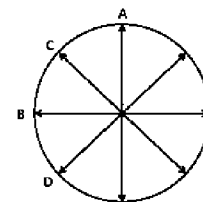
		"P" End		"O" End	
		Bore	Shaft	Bore	Shaft
A					
B					
		"P" End Coupling OD		"O" End Coupling OD	
		0° - 180°	90° - 270°	0° - 180°	90° - 270°
A					
B					

Oil Ring Dimensions (ID)

	0° - 180°	90° - 270°	Flatness
"O" - IN			
"O" - OUT			
"P" - IN			
"P" - OUT			

Exciter & Shaft Dimensions

		"P" End		"O" End	
		Bore	Shaft	Bore	Shaft
A					
B					



Customer: D'Angelo



Job Number: 180392

Megger Test**Testing Stage:**
 Initial ☐
 Final ☒
Other* ☐Item Description: Rotor

Volt Scale	500 V	DAR & PI Test Voltage
Actual Volts	509 V	230-460 volts = 500 test volts (1*, 2*, 3*)
D.A.R. Times	Resistance (M-, G-, T-Ω Scale)	
15 Seconds	730 M	1000-2300 volts = 2,500 test volts (3*)
30 Seconds	1.27 G	
45 Seconds	1.63 G	4000-6.9k volts = 5,000 test volts (3*)
60 Seconds	1.93 G	
D.A.R.		11k-13.2k volts = 10,000 test volts (3*)
Capacitance		
P.I. Times	Resistance (M-, G-, T-Ω Scale)	All synchronous rotor fields and exciters = 500 test volts (2*)
1 Minute	1.93 G	
2 Minutes	2.76 G	Special Instructions
3 Minutes	3.34 G	
4 Minutes	3.80 G	1* - All motors 500 volts and below perform a DAR test
5 Minutes	4.17 G	
6 Minutes	4.72 G	
7 Minutes	4.84 G	2* - Synchronous rotor fields and exciter generators 500 volts and below perform a DAR test
8 Minutes	5.05 G	
9 Minutes	5.25 G	
10 Minutes	5.45 G	3* - AC/DC motors and generators above 100HP/10kW perform a PI test
P.I.	2.80	
Capacitance	0.12μF	

Meter and EnvironmentMeter ID Number: MEG0009Calibration Date: 2/28/17Humidity Level: 33.1Temperature: 22.0**Approvals**Operator: Ken KorberDate: 12/1/16Supervisor: Dan GryczanDate: 12/1/16

Customer: D'Angelo



Job Number: 180392

Megger Test**Testing Stage:**
 Initial ☐
 Final ☒
Other* ☐

Item Description: Rotor After Steam Clean and Bake

Volt Scale	500 V	DAR & PI Test Voltage
Actual Volts	512 V	230-460 volts = 500 test volts (1*, 2*, 3*)
D.A.R. Times	Resistance (M-, G-, T-Ω Scale)	
15 Seconds	555 M	1000-2300 volts = 2,500 test volts (3*)
30 Seconds	1.32 G	
45 Seconds	1.77 G	4000-6.9k volts = 5,000 test volts (3*)
60 Seconds	2.12 G	
D.A.R.		11k-13.2k volts = 10,000 test volts (3*)
Capacitance		
P.I. Times	Resistance (M-, G-, T-Ω Scale)	All synchronous rotor fields and exciters = 500 test volts (2*)
1 Minute	2.12 G	
2 Minutes	3.14 G	Special Instructions
3 Minutes	3.85 G	
4 Minutes	4.39 G	1* - All motors 500 volts and below perform a DAR test
5 Minutes	4.80 G	
6 Minutes	5.30 G	
7 Minutes	5.61 G	2* - Synchronous rotor fields and exciter generators 500 volts and below perform a DAR test
8 Minutes	5.92 G	
9 Minutes	6.27 G	
10 Minutes	6.64 G	3* - AC/DC motors and generators above 100HP/10kW perform a PI test
P.I.	3.13	
Capacitance		

Meter and EnvironmentMeter ID Number: MEG0014Calibration Date: 4/30/17Humidity Level: 40.8Temperature: 21.6**Approvals**Operator: J.SandersDate: 11/18/16Supervisor: D. GrygierDate: 11/18/16

Customer: D'Angelo



Job Number: 180392

Space Heater Test

Testing Stage: Initial ☐ Other* ☐
 Final ☒

Total Number of Heaters:

6

Each Heater:	Volts	Watts	Amps
Nameplate for Heaters:	240	1000	
	440	5000	

Visual Inspection: Heaters are very dirty, low meg readings, steam and bake then test

	1-2	2-3	3-1
Testing: Volts Applied:	443.7	443	443
Amps Applied:	6.7	6.5	6.2
Resistance:	75.7	760	75.7

Verify that the values are correct. (Note that Volts x Amp = Watts)

Yes ☒No ☐

Heater Connection Drawing:

Approvals

Operator: Pat Squires Date: 11/29/16
 Supervisor: Ron Smith Date: 11/29/16

9:18 AM
01/24/2022

D'Angelo International, LLC
Transaction List by Vendor
All Transactions

IPS - Integrated Power Services LLC

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
Bill Pmt -Check	09/23/2016	wire0923	partial removal of motor	ICU - 62173-0 Wires	√	Accounts Payable		7,700.00
Check	12/29/2016			ICU - 62173-0 Wires	√	-SPLIT-		24,090.00
Credit Card Charge	03/02/2017	9203435	4500 hp motor	Chase Sapphire 0182	√	Reconditioning		4,320.00
								36,110.00

EXHIBIT E-1



ORIGINAL INVOICE

DUNS # 80-057-4167

REMIT PAYMENT TO:
 Monarch Electric Service Co
 Integrated Power Services, LLC
 PO Box 601492
 Charlotte, NC 28260-1492

PAGE NO: 1

CUSTOMER PURCHASE ORDER NUMBER
8222016
OUR INVOICE NUMBER
9202983
INVOICE DATE
09/23/16

SOLD TO

D'ANGELO INTERNATIONAL LLC
 ATTN: A/P
 1469 ISLAND VIEW DRIVE
 BELLINGHAM, WA 98225

SHIP TO

000001
 D'ANGELO INTERNATIONAL
 1469 ISLAND VIEW DRIVE
 BELLINGHAM, WA 98225

CUSTOMER NO. 152436
 TERRITORY: H18

TERMS: NET 30 DAYS

F.O.B. POINT OF ORIGIN

FREIGHT				JOB NUMBER	DATE SHIPPED	SHIPPED VIA	#PKGS	TTL WGT	DELIVERY REF#
P.P.	COL	ALL	3RD						
				180309	09/23/16				
ITEM	QUANTITY			PRODUCT NO. / DESCRIPTION				UNIT PRICE	NET AMOUNT
	ORD	B/O	SHIP						
				Nameplate Data: NP1:REMOVE 4500HP TWO DAYS ON SITE					7,700.00
NOTES:						SUBTOTAL		7,700.00	
MONARCH ELECTRIC SERVICE CO						TAX TOTAL		0.00	
DBA INTEGRATED POWER SERVICES, LLC						DISCOUNT			
5325 W 130th ST						SHIPPING		0.00	
CLEVELAND, OH 44130						TOTAL		7,700.00	

WHERE STATE OR LOCAL TAX DOES NOT APPLY. PLEASE DEDUCT "sales tax" AND SEND EXEMPTION CERTIFICATION WITH REMITTANCE we hereby certify that these codes were produced in compliance with all applicable requirements --- SECTIONS 6.7 AND 12 of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR, issued under Section 14, thereof.

This transaction is made subject to the standard condition of sale set forth on the reverse side hereof.

INQUIRIES CALL: 1-800-433-7801 / CONFIRMATION: 2690663 / CLDLJ

UNLESS OTHERWISE STATED
 INVOICE AMOUNTS ARE
 PAYABLE IN US FUNDS

EXHIBIT E-2



ORIGINAL INVOICE

DUNS # 80-057-4167

REMIT PAYMENT TO:

Monarch Electric Service Co
Integrated Power Services, LLC
PO Box 601492
Charlotte, NC 28260-1492

PAGE NO: 1

CUSTOMER PURCHASE ORDER NUMBER

161103

OUR INVOICE NUMBER

9203230

INVOICE DATE

12/20/16

SOLD TO

D'ANGELO INTERNATIONAL LLC
ATTN: A/P
1469 ISLAND VIEW DRIVE
BELLINGHAM, WA 98225

SHIP TO

000001
D'ANGELO INTERNATIONAL
1469 ISLAND VIEW DRIVE
BELLINGHAM, WA 98225

CUSTOMER NO. 152436
TERRITORY: H18

TERMS: NET 30 DAYS

F.O.B. POINT OF ORIGIN

FREIGHT				JOB NUMBER	DATE SHIPPED	SHIPPED VIA	#PKGS	TTL WGT	DELIVERY REF#
P.P.	COL	ALL	JRD						
				180392	12/09/16				0021976
ITEM	QUANTITY			PRODUCT NO. / DESCRIPTION				UNIT PRICE	NET AMOUNT
	ORD	B/O	SHIP						
				Nameplate Data: HP/KW/T:4500HP, VOLTS:4000, SYNC RPM:200, FRAME:6605, ENCLOSURE:ODP, PHASE:3, HERTZ:60, MFG:GE, AMPS:635, NEMA TYPE:TS, ID/SERIAL#:264X716 ORIGINAL PO CLEAN & PAINT COVERS PER AGREEMENT PERMIT TRANSPORTATION TO WAREHOUSE LABOR TO OFFLOAD					18,960.00 2,000.00 1,920.00 1,210.00
NOTES: MONARCH ELECTRIC SERVICE CO DBA INTEGRATED POWER SERVICES, LLC 5325 W.130th ST CLEVELAND, OH 44130						SUBTOTAL TAX TOTAL DISCOUNT SHIPPING			24,090.00 0.00 0.00

WHERE STATE OR LOCAL TAX DOES NOT APPLY. PLEASE DEDUCT "sales tax" AND SEND EXEMPTION CERTIFICATION WITH REMITTANCE we hereby certify that these codes were produced in compliance with all applicable requirements --- SECTIONS 67 AND 12 of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR, issued under Section 14, thereof.

This transaction is made subject to the standard condition of sale set forth on the reverse side hereof.

INQUIRIES CALL: 1-800-433-7801

CUSTOMER SERVICE
LOCAL SALES OFFICE

UNLESS OTHERWISE STATED
INVOICE AMOUNTS ARE
PAYABLE IN US FUNDS

Electronically Filed 10/31/2022 14:25 / CV-22-970660 / Confirmation No. 2690663 / CLDLJ

EXHIBIT E-3



ORIGINAL INVOICE

DUNS # 80-057-4167

PAGE NO: 1

REMIT PAYMENT TO:
 Monarch Electric Service Co
 Integrated Power Services, LLC
 PO Box 601492
 Charlotte, NC 28260-1492

CUSTOMER PURCHASE ORDER NUMBER
2017 DI-2-1
OUR INVOICE NUMBER
9203435
INVOICE DATE
02/16/17

SOLD TO
 D'ANGELO INTERNATIONAL LLC
 ATTN: A/P
 1469 ISLAND VIEW DRIVE
 BELLINGHAM, WA 98225

SHIP TO 000001
 D'ANGELO INTERNATIONAL
 1469 ISLAND VIEW DRIVE
 BELLINGHAM, WA 98225

CUSTOMER NO. 152436
 TERRITORY: H18

TERMS: NET 30 DAYS
 F.O.B. POINT OF ORIGIN

FREIGHT P.P. COL. ALL			JOB NUMBER 180764		DATE SHIPPED 02/16/17		SHIPPED VIA		#PKGS		TTL WGT		DELIVERY REF#		
ITEM		QUANTITY GRD B/O SHIP			PRODUCT NO. / DESCRIPTION							UNIT PRICE		NET AMOUNT	
					Nameplate Data: NP1:4500HP, NP2:4000, NP3:200, NP4:6605, NP6:UNK, NP9:GE PER QUOTE ✓									4,320.00	
NOTES: MONARCH ELECTRIC SERVICE CO DBA INTEGRATED POWER SERVICES, LLC 5325 W 130th ST CLEVELAND, OH 44130										SUBTOTAL TAX TOTAL DISCOUNT SHIPPING		4,320.00 0.00 0.00			

WHERE STATE OR LOCAL TAX DOES NOT APPLY. PLEASE DEDUCT "sales tax" AND SEND EXEMPTION CERTIFICATION WITH REMITTANCE we hereby certify that these codes were produced in compliance with all applicable requirements of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR, issued under Section 14, thereof. This transaction is made subject to the standard condition of sale set forth on the reverse side hereof.

INQUIRIES CALL 1-800-435-7809 / Confirmation No. 2690663 / CLDLJ

UNLESS OTHERWISE STATED
 INVOICE AMOUNTS ARE
 PAYABLE IN US FUNDS

PURCHASE ORDER**D'ANGELO**
INTERNATIONAL**D'Angelo International LLC**1469 Island View Dr
Bellingham, WA 98225

Tel: 360-734-1046

roberta@dangelointernational.com

Fax: 253-234-1884

Purchase Order No. 2017 DI-2-1

Date: February 1, 2017

Purchase from: IPS-Integrated Power Services
Cleveland Service CenterAddress: 5325 W 130th Street
Cleveland, OH 44130
Attn: Christopher J Bohne

Phone: 216-433-7800

E-mail: cjbohne@IPS.us

Fax: 216-433-0456

Terms of payment: Net 30 days from completion. To be completed on or before February 9, 2017

Description	Units	Cost Per Unit	Amount
-------------	-------	---------------	--------

4500hp GE AC Synchronous Motor s/n 8385117

Paint 4500hp - Stator Winding, Rotor Winding, Rotor Hub, Rotor Shaft

Time and materials

Labor cost will be \$95.00 per hour

Paint Red 1201 Glyptal cost at \$130.00 per gallon. Expected to use about 4 gallons

plus there will be material used to tape off the motor that cannot get glyptal on it

Need to remove covers, tape off, glyptal, remove tape, install covers.

Estimated 40-50 man hours with 2 techs on the job.

Detailed quality progress photos with good light to be taken

Total bill not to exceed \$5,000.00

Work to be completed by February 9, 2017

Terms of Sale:

Subtotal USD \$

Time and materials not to
exceed \$5,000**TOTAL USD \$**

J Keith D'Angelo, General Manager

Signed: 

EXHIBIT F

Begin forwarded message:

From: Frank Kennedy Jr <FKennedyJr@ips.us>

Subject: Storage Fee

Date: March 16, 2017 at 2:09:00 PM EST

To: "keith@dangelointernational.com" <keith@dangelointernational.com>, "Christopher J. Bohne" <CJBohne@ips.us>

Kelth

The free storage of 60 days has expired. The storage fee of \$980.00 per month will apply beginning April 1st.

Thank you

Frank

Sent from my iPhone

Begin forwarded message:

From: Keith D'Angelo <keith@dangelointernational.com>

Subject: Re: Storage Fee

Date: March 16, 2017 at 5:46:50 PM EST

To: Frank Kennedy Jr <FKennedyJr@ips.us>

Thanks for the heads up
How is storage rate determined
By square foot ?

Keith D'Angelo
Mobile +1 360 739 7554

On Mar 17, 2017, at 12:39 AM, Frank Kennedy Jr <FKennedyJr@ips.us> wrote:

Keith

The free storage of 60 days has expired. The storage fee of \$980.00 per month will apply beginning April 1st.

Thank you

Frank

Begin forwarded message:

From: Frank Kennedy Jr <FKennedyJr@ips.us>
Subject: Re: Storage Fee
Date: March 16, 2017 at 7:06:45 PM EST
To: Keith D'Angelo <keith@dangelointernational.com>, "Christopher J. Bohne" <CJBohne@ips.us>

Keith

Yes it is \$3.50 SQ FT, the base is 280sq ft. Also be advised I am trying to help you out as I did not include the rotor or crates of parts.

Thanks

Frank

Sent from my iPhone

On Mar 16, 2017, at 18:46, Keith D'Angelo <keith@dangelointernational.com> wrote:

Thanks for the heads up

How is storage rate determined

By square foot ?

Keith D'Angelo
Mobile +1 360 739 7554

On Mar 17, 2017, at 12:39 AM, Frank Kennedy Jr <FKennedyJr@ips.us>
wrote:

Keith

The free storage of 60 days has expired. The storage fee of \$980.00 per month will apply beginning April 1st.

Thank you

Frank

Sent from my iPhone

Begin forwarded message:

From: Keith D'Angelo <keith@dangelointernational.com>
Subject: Re: Storage Fee
Date: March 16, 2017 at 7:26:29 PM EST
To: Frank Kennedy Jr <FKennedyJr@ips.us>

Thankyou

Keith D'Angelo
Mobile +1 360 739 7554

On Mar 17, 2017, at 5:36 AM, Frank Kennedy Jr <FKennedyJr@ips.us> wrote:

Keith

Yes it is \$3.50 SQ FT, the base is 280sq ft. Also be advised I am trying to help you out as I did not include the rotor or crates of parts.

Thanks

Frank

Sent from my iPhone

On Mar 16, 2017, at 18:46, Keith D'Angelo
<keith@dangelointernational.com> wrote:

Thanks for the heads up
How is storage rate determined
By square foot ?

Keith D'Angelo
Mobile +1 360 739 7554

On Mar 17, 2017, at 12:39 AM, Frank Kennedy Jr
<FKennedyJr@ips.us> wrote:

Keith

The free storage of 60 days has expired. The storage fee
of \$980.00 per month will apply beginning April 1st.

Thank you

Frank

Sent from my iPhone

Begin forwarded message:

From: Keith D'Angelo <keith@dangelointernational.com>
Subject: final update Project 180392
Date: December 22, 2016 at 10:16:12 AM EST
To: Frank Kennedy Jr <FKennedyJr@ips.us>
Cc: Frank Kennedy <FKennedy@ips.us>, "Christopher J. Bohne" <CJBohne@ips.us>

Good Morning Frank!

Hey, I am not trying to fight with you !

If my request for information in my seemed short , I apologize ,

What going on for me is that I am not pleased with the schedule or the communication with IPS on this project so perhaps that came across in my communication . I am guessing your swamped. You guys missed your promised delivery twice and the report is still not complete

From My point of view I am your customer and I request that you address my requests for information in a professional and courteous manner.

I have spent \$30,000 with your company in recent months . To me this is not the nickel and diming you are accusing me of.

At the end of the day its my money, my investment and I am being diligent with that.

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I am just asking for what any reasonable person would .

1.

A complete report with photos That I resolved with CJ directly by the way CJ was professional and courteous and new immediatly what I was asking for.

2.

I do not recall authorizing you to spend the amount you did spend on transport , Hey I am 60 so somethings just vanish from memory

For future lets agree to use the common business practice to communicate by email regarding any authorizations for expediture so we have a paper trail.

The last time you quoted me transport from the project site to your shop , it was double what I paid to get that done. So like you would I am sure , I felt that It was an over charge . And it looks to me that this is the case on this recent move. What would settle it for me is a transport invoice showing that is what It cost you plus a reasonable mark up .

From this point forward please note I would prefer to organize transport my self.
At the very least I want the opportunity to do so .

You did not advise me that the equipment was complete and give me the opportunity to move It to our facility , that means I am being charged to handle it twice.

So nickel and diming turns into quarters and dollars right ? Thats no problem if your not the one paying for It right ?

We are in the process of payment of the IPS invoice In the next few days.

Let me know if that works for you Frank ?

My best regards

Keith D'Angelo
D'Angelo International LLC

On Dec 21, 2016, at 10:16 AM, Frank Kennedy Jr <FKennedyJr@ips.us> wrote:

Keith it is not double, that is the cost, at this point I am close to putting a hold on all of this, I am not here to be nickel and dimed by you, we performed the work scope as quoted and agreed upon.

Any further we will have a discussion. This unit is secured in my warehouse until further agreement.

Frank

From: Keith D'Angelo [<mailto:keith@dangelointernational.com>]
Sent: Wednesday, December 21, 2016 11:02 AM
To: Frank Kennedy Jr
Cc: Frank Kennedy
Subject: Re: Project 180392

Frank hello

I spoke to CJ he took the time to look at the report and the scope and he understands what I was referring to in my email he's going to complete the report based on the scope that was promised. Regarding the charges for moving you say that I authorized that cost I don't believe I did if you have some emails to that please do send them to me my point is that your charge for trucking is abnormally high I don't know how far away your storage facility is if you could just educate me on why that figure is so high I would be more comfortable but it seems like double what it what do you guys mark up your trucking by hundred percent?

I appreciate everything you guys have done and I look forward to your call Tatian for packaging costs.
Thank you

Keith D'Angelo
+1360-739-7554

On Dec 21, 2016, at 6:22 AM, Frank Kennedy Jr <FKennedyJr@ips.us> wrote:

Keith,

The complete report and all photos were sent to you by CJ Bohne our planner, you have them in your email.

As for the quote for building shipping containers, that is my oversight as I forgot to do this.

The initial report was also sent to you by our planning department.

The movement of the unit was discussed with you by our operations as you asked for this to be stored, this require labor and permits as quoted.

I will work on the quote for the containers, this will be substantial costs due to the size.

You can call me anytime at the shop 216-433-7800

Frank

From: Keith D'Angelo [<mailto:keith@dangelointernational.com>]
Sent: Wednesday, December 21, 2016 9:13 AM

To: Frank Kennedy Jr
Cc: Frank Kennedy
Subject: Project 180392

Frank

Good Morning !

I have had a chance to review the IPS prelim report your job #180392 4500 HP Synchronous

I am available tomorrow thursday this week to go over the report , can you make time for this ? What time works for You? Or perhaps your shop foreman that did the work would be available as well.

I have some questions :

What date will I have the final report that covers all of the items described on page 3 of the report - Work Scope ?

Specifically a descriptive summary of the test results and motor condition based on the measurements and tests performed by IPS.

Where is the initial engineering report with repair work scope and quote described on page 3 of the scope ?

Where is the quote for stands and shipping containers to be manufactured described on page 3 of the scope ?

Where is our PO authorizing IPS to spend \$ 3,130 of our money moving the motor ?

Where are the detailed photos of the motor after painting ? We have requested these a couple times now , and Frankly why do I need to ask for these ?

Please include one that shows the name plate.

The Motor began testing at your facility on 11/8/16
Here we are on Dec 21 and I am chasing you guys for the complete report and photos

Whats up with that ?

Please send the missing deliverables today , as you know we have a company waiting to make a purchase decision on this motor based on IPS promised deliverables and schedule.

Hey we all get busy , I understand that , however I made promises based on your commitments to me and I am out of time now so please prioritize completion of our agreement and send me the missing items today

Thank you

Keith D'Angelo
Cel 360 739 7554

On Dec 15, 2016, at 10:55 AM, Frank Kennedy Jr
<FKennedyJr@ips.us> wrote;

Keith,

Here is the final breakdown:

- Original PO
at \$18,960
- Clean & Paint covers(we agreed to
price) \$2,000
- (2) Permitted Trucks to warehouse
+ truck for
crates \$1,920
- Labor to off load trucks at
warehouse \$1,210

Total:
\$24,090

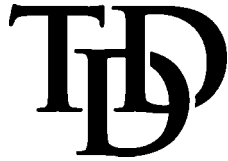
Please note we will grant free storage until February 1st,
then is is \$4.00/SQ FT per month (\$1,008) per month

Please contact me with any questions.

Thank you

Frank

<image001.png>Frank Kennedy Jr. — *Business
Development & Sales Manager*



THRASHER DINSMORE & DOLAN

A LEGAL PROFESSIONAL ASSOCIATION
WWW.TDDLAW.COM

DALE H. MARKOWITZ
JOSEPH R. ZNIDARSIC
HEIDI M. CISAN
TODD C. HICKS*
MATTHEW J. DOLAN
J. JAREDD FLYNN
EZIO A. LISTATI
KELLY A. SLATTERY
JOHN R. LIBER, II**
BRANDON D. R. DYNES
LEO M. SPELLACY, JR.
SUSAN T. SEACRIST

TIM L. COLLINS***
BRIDEY MATHENEY
LAURA M. WELLEN
JAMES P. VITALE
T. KINSEY MCINTURF
ELIZABETH E. COLLINS
ASHLEY C. KIRK
RACHEL C. DODDS
RAY K. THRASHER (1906-1973)
JAMES W. DINSMORE (1916-1975)
LAWRENCE J. DOLAN (RETIRED)
DAVID E. LOWE (1937-2019)

OF COUNSEL:
RANDOLPH L. KNAVEL
MATTHEW D. WHEELOCK

*ALSO ADMITTED IN NEW YORK
** ALSO ADMITTED IN FLORIDA
*** ALSO ADMITTED IN PENNSYLVANIA

WRITER'S EMAIL: dmarkowitz@tddlaw.com

December 29, 2021

Monarch Electric Services Co. *(Via UPS Overnight Mail Tracking No. 1Z37830W0190619558)*
Integrated Power Services, LLC
Cleveland Service Center
5325 W. 130th Street
Cleveland, Ohio 44130

Attn: Frank Kennedy, Sr.

Monarch Electric Services Co. *(Via UPS Overnight Mail Tracking No. 1Z37830W0193880162)*
Integrated Power Services, LLC
Cleveland Service Center
5325 W. 130th Street
Cleveland, Ohio 44130

Attn: Frank Kennedy, Jr.

Integrated Power Services, LLC *(Via UPS Overnight Mail Tracking No. 1Z37830W0199581233)*
c/o CT Corporation Systems
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

RE: D'Angelo International, LLC – Monarch Electric Services, Co.-Integrated Power Services, LLC
Customer Job Number 180392
4500 HP Synchronous Motor
Serial Number 8385117, Model 264X716

Dear Messrs. Kennedy and IPS,

I represent D'Angelo International, LLC which entered into a business relationship with you in 2016 for you to repair the 4500 HP GE AC Synchronous Motor with the Serial Number 8385117 ("Motor") and related spare parts. My client provided you with a purchase order and you sent a few invoices to repair and paint the Motor, all of which were timely paid by my client.

PLEASE REPLY TO: CHARDON OFFICE

December 29, 2021

Page 2

On March 16, 2017 you advised my client that free storage of the Motor and related parts had expired and that a storage fee of \$980.00 per month would apply beginning April 1, 2017. You explained the basis for calculating the storage fees, and my client accepted the rate. From that date to the present date, you have never provided my client with any invoices for storage, nor did you ever request a purchase order.

On November 23, 2021 my client contacted Dale Grygier at your IPS office in Cleveland and asked for some photos to be taken of the Motor and also referenced a Megger test. Apparently, Dale Grygier forwarded the matter to Frank Kennedy, Jr. and my client got into contact with Frank Jr. who advised my client that the Motor had been disposed of quite awhile ago which was a total surprise and shock to my client, Keith D'Angelo. Frank Kennedy, Jr. ("Jr") alleged that he had emailed and called my client before he disposed of the Motor, yet we have no emails from your company since March 17, 2017 nor any phone calls about storing or removing the Motor from your premises in Cleveland, even though there has been no change in the phone numbers at the company or the email that had been used to communicate with Keith D'Angelo in 2016 and 2017. Jr. alleged that he had emails on his desk giving notice you would be scrapping the Motor, when Keith D'Angelo called on November 23, 2021, yet Jr. refused to provide any of the emails or other documentation to indicate that my client was put on notice that the Motor would be disposed of by IPS. **The terms and conditions provided to my client by IPS reference the requirement for notice to be provided by Registered Mail, that notice was never provided in any format.**

Frank Jr. claimed that the Motor had been scrapped as opposed to sold as an operational Motor, which was not logical to my client as they had paid for refurbishment and testing of this motor which has a replacement cost of over \$ 1,000,000 (the Motor was recently offered to a customer at \$450,000).

Frank Jr. also claimed that there was about \$55,000.00 owed for storage even though no invoices have ever been generated by your company for storage, nor did that number seem plausible since Jr. claimed the Motor had been scrapped a few years earlier. My client later confirmed in November of this year with your billing office that no invoices are outstanding and no money was owed your company.

Frank Jr. finally told my client to have their lawyer write to you and that you would turn over the matter to IPS's attorneys.

I hope you hold true to your word on that issue and turn this matter over to your attorneys since we need to resolve this matter now. My client has been provided with no indication of what happened to the Motor, who acquired the Motor, whether it is retrievable, the condition of the Motor or the location of the Motor. My client has not been informed when the Motor was scrapped and to whom it was "scrapped". Before we file a lawsuit, I would prefer to deal with your attorneys and see if we can resolve this matter amicably once I get the balance of the facts that Frank Jr. has been unwilling to provide my client.

December 29, 2021

Page 3

Please turn this matter over to your attorneys at IPS and advise them to respond to me no later than January 7, 2022. If we do not hear from you, we will file suit in a court of competent jurisdiction.

You should be aware that my client has and continues to do business with IPS in Washington State and finds this conduct on your part to be not only shocking, but unprofessional, and is interfering with the opportunity to sell this Motor at significant profit. My client has already expended a significant amount of money acquiring, removing and transporting this Motor to your facilities, and paying your firm to repair and paint the Motor and related parts, and this matter will not be resolved for an insignificant amount of money. We look forward to hearing from your attorneys no later than January 7, 2022.

Sincerely yours,
THRASHER, DINSMORE & DOLAN

A handwritten signature in black ink, reading "Dale H. Markowitz". The signature is written in a cursive, flowing style with a large, prominent "D" and "M".

Dale H. Markowitz

DHM/mp

cc: Leo Spellacy (email lspellacy@tddlax.com)